

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF RHODE ISLAND**

**RICHARD SAUL WURMAN**  
**Plaintiff**

**v.**

**MARC HODOSH**  
**Defendant**

:  
:  
:  
:  
:  
:  
:

**C.A. No. 1:16-cv-202-S-PAS**

**PLAINTIFF’S RULE 16 STATEMENT OF CLAIM**

The plaintiff’s complaint is for breach of contract. The elements of a claim for breach of contract are, (1) a contract between plaintiff and defendant, (2) a material breach of the contract by the defendant, and (3) damages resulting to plaintiff on account of the breach.

The plaintiff Richard Saul Wurman (“Wurman”) and defendant Marc Hodosh (“Hodosh”) entered into a written contract in March, 2008, and a written addendum to the contract in December, 2010. Together the contract and addendum provided that Wurman sold to Hodosh a business known as TEDMED, and agreed to continue as the founder and creative director of TEDMED through 2011, for a purchase price that was equal to one half the net proceeds of the TEDMED conference business for 2009, 2010, and 2011; plus 12.5 percent of the net proceeds of the TEDMED business for the years 2012 through 2016.

Wurman and Hodosh operated under the contract, each fulfilling his contractual obligations, for 2009 and 2010; Wurman’s share of TEDMED net proceeds for these years was approximately \$2 million. In 2011, after Wurman had spent approximately one-half year performing as required in planning for the 2011 TEDMED conference, Hodosh sold TEDMED to a third party for \$16 million, with no compensation to Wurman. In doing so Hodosh breached

his obligations under the contract to operate TEDMED in the same manner in which it had been operated prior to Wurman's sale of TEDMED to Hodosh, and to pay to Wurman one-half the 2011 proceeds from TEDMED and 12.5 percent of the TEDMED net proceeds for 2012 through 2016.

RICHARD SAUL WURMAN

By his Attorneys,

/s/R. Daniel Prentiss (#0783)

R. Daniel Prentiss, P.C.

56 Pine Street, Suite 200

Providence, RI 02903

Tel: (401) 824-5150

Fax: (401)824-5181

[dan@prentisslaw.com](mailto:dan@prentisslaw.com)

### **CERTIFICATE OF SERVICE**

I certify that on the 31<sup>st</sup> day of August, 2016, the foregoing document was submitted for filing with the CM/ECF System, and served on counsel of record:

Joseph V. Cavanagh, Jr.  
Lynne Barry Dolan  
Blish & Cavanagh, LLP  
30 Exchange Terrace  
Providence, Rhode Island 02903